LANDLORD AND TENANT—CROPPING CONTRACT—COMPENSATION. — Plaintiff and defendant entered into an oral contract by which the defendant was to furnish seed, machinery and land and plaintiff was to farm and irrigate the land and to receive one-half of all that was raised. Defendant prevented full performance. *Held,* not a contract of employment but in the nature of a joint adventure, and plaintiff could not recover wages for the period of actual work. *Pace* v. *Beckett* (Col., 1917), 169 Pac. 142.

The legal relation created by such a situation is a question on which the courts are not agreed. The decisions differ widely as to whether an agreement to cultivate land for a share of the crop involves the application of the rules of master and servant, or whether it is to be regarded as a joint adventure in the nature of a partnership, or whether it operates as a lease of the premises concerned. One hired to work land and receive as compensation part of the produce is a cropper, not a tenant; he has no interest in the land but receives his share as the price of his labor. *Adams* v. *McKesson,* 53 Pa. St. 81. The same conclusion is reached in *Warner* v. *Hoisington,* 42 Vt. 94. In *James* v. *James,* 151 Wis. 78, the court said that the agreement partakes of the nature of a joint adventure entitling the parties to a chance in the profits derivable therefrom. In *Trinity & B. V. Ry. Co.* v. *Doke* (Texas), 152 S. W. 1174, it was held, that the relation was that of landlord and tenant, the landlord's share is treated as rent and in the absence of a stipulation to the contrary, he has no title to the crop until after division. In *Minneapolis Iron Store Co.* v. *Branum,* 36 N. D. 355, it was held that such a contract creates the relation of landlord and tenant and not that of master and servant. This case overruled *Angell* v. *Egger,* 6 N. D. 391. In some cases as *Steel* v. *Frick,* 56 Pa. 172, the court lays hold of certain words, "to farm, let, etc.," as evidencing a lease. The test, however, is the intention of the parties, and the instrument is to be read as a whole. *Strangeway* v. *Eisenman,* 68 Minn. 395.

OFFICERS—RECOVERY OF SALARY BY DE JURE EMPLOYEE.—Relator asked pay "for the time he was illegally laid off as a grain helper", after the only money appropriated for that office had already been paid *bona fide* to the *de facto* occupant during that time. *Held,* that relator could not recover his pay from the city. *People ex rel. Sartison* v. *Schmidt* (Ill. 1917), 117 N. E. 1037.

This is the first case in Illinois to decide definitely "that payment made in good faith to a *de facto* officer constitutes a bar against the city to a claim for the same salary made by the officer *de jure*". *Bullis* v. *Chicago,* 235 Ill. 472; *Kenyon* v. *Chicago,* 135 Ill. App. 227. The prevailing view sanctions the decision and the reasoning by which it was obtained. *Dolan* v. *Mayor,* 68 N. Y. 274; *Wayne County* v. *Benoit,* 20 Mich. 176. *Contra, Rink* v. *Philadelphia,* 15 Wkly. Notes Cas. 345, affirmed 2 Atl. 505; *Andrews* v. *Portland,* 79 Me. 484; *Hogan* v. *Hamilton County,* 132 Tenn. 554. See notes in 19 L. R. A. (N. S.) 794; 24 L. R. A. (N. S.) 475; 14 MICH. L. REV. 261, 609. "The interest of the community requires that public offices be filled and the duties of the officers be discharged, and, since in order to secure such serv-

ice, the officer performing it must ordinarily be paid, payment in good faith to the officer discharging the duties of the office is justified." The grain helper in this case is assimilated to a public officer under good authority and the conclusion follows inevitably. *Higgins* v. *Mayor,* 131 N. Y. 128; *O'Hara* v *City of New York,* 28 Misc. Rep. 258, 46 App. Div. 518, 167 N. Y. 567; *Van Valkenburgh* v. *Mayor, etc.,* 49 App. Div. (N. Y.) 208; *Martin* v. *City of New York,* 176 N. Y. 371. The employment of this analogy, however, seems useless: by keeping the mere employee whose position does not rise to the dignity of an office distinct from the office holder the identical result will be reached, for a class that receives money without performing any service therefor is the exception, not the general rule. Instead of forcing the "mere employees" into the class of officers for the purpose of applying an exception to the common rule as to officers, it would seem simpler and much less dangerous to recognize the differences between the two. The two classes have to be distinguished in other respects. A *de jure* officer may recover the compensation of the *de facto* officer, but the *de jure* employee may not. *Jones* v. *Dusman,* 246 Pa. 513; *Kidder* v. *Wilson,* 90 Ver. 147. A *de jure* officer is entitled to the full amount of his salary without any deduction for the amount he earned or might have earned while not discharging his official duties. *Fitzsimmons* v. *Brooklyn,* 102 N. Y. 536; *Andrews* v. *Portland,* 79 Me. 484. Where the position is not strictly an office, however, the rule is different. *Sutliffe* v. *New York,* 132 App. Div. (N. Y.) 831; CONSTANTINEAU, PUBLIC OFFICERS, Sec. 222.

WILLS—ADEMPTION.—Testator having power to appoint £10,000 among his younger children, made his will when he had four such children, appointing it all to them equally; but whether he said £2,500 to each, or equally to the *four,* or merely in equal shares, does not appear from the report, it being reported differently in different parts of the statement. Later when he had five younger children he made an appointment by deed to one of his daughters on her marriage of £2,000 "in full discharge" of her share. *Held,* that such appointment was an ademption only *pro tanto,* and that she was still entitled to £500 out of the residue of £8,000 leaving only £7,500 for the other four younger children. *Moore's Rents* (Land Commission, 1917), [1917], 1 Ir. R. 244, 51 Ir. Law Times 106.

If the court held that a legacy for a certain amount could not be adeemed by payment of a smaller amount, clearly proved to have been intended by the testator at the time to be in full satisfaction, it is not supported by the decision in *Pym* v. *Lockyer,* 5 M. & Cr. 29, relied on, and is in conflict with the general doctrine that ademption is purely a matter of intention of the testator. Moreover, £2,000 in cash may have been actually worth more than £2,500 at the death of the testator.